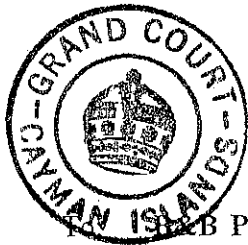


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 254 OF 2008

BETWEEN: ARCH & GODFREY (CAYMAN) LTD. Plaintiff

AND: B&B PROPERTIES LTD. Defendant



WRIT OF SUMMONS

B&B PROPERTIES LTD., of Governor's Square, Office Suite 4-301, 23 Lime Tree Bay Avenue, Grand Cayman, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court office, PO Box 495 George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

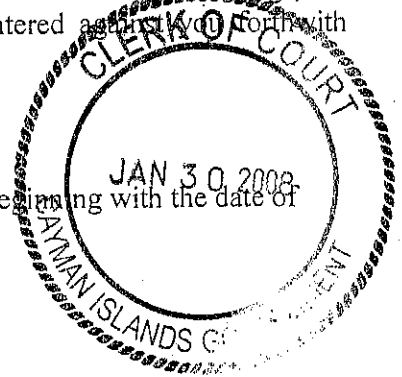
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

ISSUED this 30th day of January 2008.

NOTE – this Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.



STATEMENT OF CLAIM

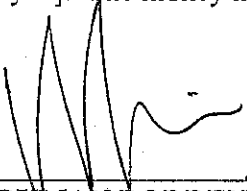
1. The Plaintiff is a general contractor in the business of construction in the Cayman Islands and has an address for service at P.O. Box 866, Anderson Square Building, 5th Floor, George Town, Grand Cayman;
2. The Defendant is B&B Properties Ltd. is, to the best of the Plaintiff's knowledge, a developer of properties in the Cayman Islands with an address at Governor's Square, Grand Cayman;
3. At all material times, the Plaintiff carried on business as a building contractor and the Defendant was the owner of lands at Block 13E, Parcel 164, West Bay Road in George Town, Grand Cayman ("HSBC Lands");
4. On or about May 31, 2007, the Defendant and the Plaintiff entered a contract through the exchange of letters, whereby the Plaintiff would provide general contracting services and arrange for sub-contracting services to facilitate and complete the construction of a foundation and appurtenant structures on the HSBC Lands (the "Contract").
5. By further letters dated July 19, 2007 and August 14, 2007, the Contract was extended to include additional construction services.
6. The Contract was that at all times on a "cost plus 15%" basis, whereby, in consideration for the construction services, the Defendant would pay the Plaintiff the Plaintiff's actual costs of providing the construction services, plus 15% for an agreed profit;
7. *Inter alia* the Contract provided for all invoices and payments to be rendered in Cayman Islands dollars, and all further mention of monetary sums in the Statement of Claim refer to Cayman Islands dollars;
8. Pursuant to the Contract, the Plaintiff has supplied and installed in the HSBC Lands, the foundations and appurtenances provided for in the Contract.
9. After May 31, 2007, the Plaintiff rendered invoices, pursuant to the Contract, for the amount of \$1,179,133.55
10. To date the Plaintiff has paid the Defendant a total of \$929,396.27. The Plaintiff acknowledges a credit towards the Defendant for an insurance premium refund in the amount of \$59,295.00, which should be offset against the total amount remaining owing.
11. In breach of the Contract, the Defendant has refused to pay the remaining sum of \$190,442, the same being due and owing to the Plaintiff;

WHEREFORE THE PLAINTIFF CLAIMS:-

- (i) Damages or the said sum of \$190,442.00 by way of damages;
- (ii) Interest, at such a rate and for such period as the Court deems just, pursuant to the *Judicature Law*;

- (iii) Pursuant to the Contract, costs and legal expenses of this proceeding on a full indemnity basis;
- (iv) Such further and other remedies as this honourable Court deems just.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of C\$190,442.00 (including interest and costs) further proceedings will be stayed]. The money must be paid to the Plaintiff or his Attorney.



TRUMAN BODDEN & COMPANY
For and on behalf of the Plaintiffs

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgement of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the named stated on the Writ of Summons*)".
5. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
7. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN: ARCH & GODFREY (CAYMAN) LTD. Plaintiff

AND: B&B PROPERTIES LTD. Defendant

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.** Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged.
2. State whether the Defendant intends to contest or otherwise participate in the proceedings (*tick appropriate box*)

Yes No
3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

Yes No

Service of the Writ of Summons is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for Service:

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Truman Bodden & Company
PO Box 866
Anderson Square Building
George Town
Grand Cayman KY1-1103
Ref: MAH/0021-0006

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

